

1895-013 Chancery Causes S. v. F. Richmond vs. S. M. Winchester &
Lee Co.

Smith, Ely, Parsons, Wilson, Hobson, Carter, McKinney, Moore

CA-Contract Dispute
T-Property

-Deed

To The Hon H. S. K. Morrison
Judge of the Circuit Court of
Lee County Virginia:

Your Orators, S. V. H. Rich-
mond, David R. Smith, Mary
R. Smith his wife, Alexander
M. Eely and Elizabeth his wife
Jeannie Richmond, M. D. Rich-
mond, Minerva Richmond and
Joshua Richmond, the last four
of whom are infants and Sue
By S. V. H. Richmond their next
friend - Humbly complain-
ing would respectfully rep-
resent that they are the heirs
at law of M. D. Richmond
deceased, and that as such
heirs they descended to them
among other things, a certain
tract or parcel of land
situated in Lee County Virginia
in a neighborhood known as
the Crabcrack, and on the
head waters of Runnells
Creek, and known as the Whis-
man or Richmond tract of
land. On this tract of
land among other things
thereon there is situate standing

and growing a large amount of timber trees, chief of which is a large number of walnut trees, of very great value.

These walnut trees, are now being cut and hauled away from and off of said land by one J. M. Winchester, who is a non-resident of this State, and your craters are informed that said Winchester has no property or estate in this County, so that a judgement against him would be un-availing. The said Winchester has now employed and actively engaged cutting and hauling said timber to Olingers depot a station on the L. & N. R. R., in this County, at ^{this} place some of said logs have been delivered and are daily being brought. The men thus engaged are H. M. Parsons and Amos Ely, W. H. Wilson John Hobson John T. Carter Daniel McKinney David McKinney and James Moore and perhaps others - The said Hobson & Wilson your craters are informed have the Contract to cut and remove

these logs from the said Winchester.

Your Complainants have never made any sale of these trees, nor did their ancestor or his vendors to the said Winchester or any one else, which binds them legally to part with the same, nor are they advised by which right, or authority the said Winchester seeks to to forcibly take & carry off their property. If there ever was the semblance of such contract it has been rendered null & void long ago. And the said Winchester nor any one claiming under him have not as your Complainants are advised, any right or authority to cut & remove said timber or to cut or claim it where it now is.

They are informed that many if not all these parties are men of very little property, and if said timber is removed irreparable damage and loss will ensue to your Complainants.

They therefore charge that these parties are each and every one trespassers and, wrong doers, and are cutting &

Committing waste on said land.
The object of this bill therefore
is to have the said parties enjoined
and inhibited from cutting any
more of said Walnut Oak or pop-
lar trees on said land; or from re-
moving that already cut off and
from said land or from selling or
disposing of the same, or removing
that which has been removed to said
defeat or off of said land. That
on a hearing they be perpetually
enjoined and inhibited from further
trespassing on said land, or cutting
or removing the same.

Your Complainants are informed
and so charge that the parties before
mentioned are all the agents and em-
ployees of the said S. M. Winchester
who is the real and prime actor.
But they are advised that that
fact does not excuse them but
that they are alike trespassers &
wrong doers.

The object of this bill therefore
is to have said parties enjoined and
on a hearing to have an account of
the damages already done, and the

parties required to pay the same.
 To effect which they pray
 that L. M. Winchester, H. M.
 Parsons, Amos Ely, W. H. Wilson
 John Hobson John F. Carter Daniel
 Mc Kinney, David Mc Kinney and
 James Moore be made parties de-
 fendants to this bill and answer
 the same but they need not do
 so upon oath that being ex-
 pressly waived. And on a hear-
 ing they each be enjoined and in-
 hibited from cutting trees on said
 land, or removing those already cut
 or removing them at Bluff or
 along the road thereto. or from
 selling disposing of or further con-
 trolling said timber trees logs and
 lumber; and that an account of
 all claims already done on
 said land be ascertained & they com-
 pelled to pay them.

Your Complainants would
 further state that they do not
 want to sell or dispose of the
 timber on said land but if on
 a hearing or receiver should be
 deemed necessary to take or hold
 the timber already cut they

would not assist his appointment, but at the present they are advised such receiver is not necessary. If mistaken in the mode or extent of their relief they pray for all other further or general relief to which they may in anywise be entitled. And as in duty bound they will ever pray &c. May God save us &c.

Dewell & Richmond

Virginia Lee County to wit.

This day S. V. F. Richmond personally appeared before me and made oath that the facts stated in the foregoing bill are so far as made upon his own knowledge true, and so far as made upon information derived from others he believes them to be true. Given under my hand this 14 day of July 1891.

D. C. Dewell

Notary Public

1891. 1st Aug. Rules 3
filed Sp. 2
House Depts & D.
" as to their order
publication Cont.

" 2d Aug. Rules 2. Vis
caufd. order pub.
Completed & am
filed and can be
set for hearing
Plaintiff

1891. Aug Term Decree
Seanturmal

S. & P.

J. V. L. Richmond et al

vs Bill Chy

D. M. Manchester et al

Indorsement printed
on the back of the
bill of exchange
drawn on or secured by
valued bonds
and the same is
sent to the
bill and is given
when the bill is
presented to the
bank for payment
and the same is
sent to the
bank for payment
and the same is
sent to the
bank for payment

Nov Term 1895 Decree
Final ORK 5P 289

Plffs Costs
H.C. 14.07
M.C. 4.46
Shoff 4.00
atly 15.00
Printer 5.00 Hyatt
Co C 2.50
\$42.78

To the Honorable H. S. K. Morrison Judge
of the Circuit Court for Lee County
Virginia:

The Amended and supplemental bill of S. V. F. Richmond, David R. Smith, Mary R. Smith his wife, Alexander M. Ely, Elizabeth Ely his wife, Jennie Richmond, M. Richmond, Minerva Richmond, and Joshua Richmond, the last four of whom are infants and are by S. V. F. Richmond their next friend, Humbly complaining would respectfully represent that the defendants to their original bill, having at the August Rules 1891 filed their answers and having alleged certain facts therein necessary to put in issue, and submission to your complainants at the time of filing their original ^{bill} an amendment to said original bill, become necessary as your complainants are advised, and at the said ^{April} August term 1892 of this honorable Court, Court, on the 9th day ^{of} September 1892 an order was entered in this Cause, allowing your complainants to so amend their bill. Your complainants therefore not waiving the matters and things in their said original bill contained, but relying and in

sisting thereon as if here repeated
and set out at full length, by
way of amendment wanted
state, that the exhibit "A" filed
with S. M. Winchester's answer
purporting to be a Contract
under which the said Winchester
claims right to the timber
in the original bill mentioned
bearing date on the 11th day
of March 1882, and purporting
to be signed by the said Winchester's
agent A. H. Hobson and
"Richmond & Pennington" is not
under seal, and is therefore
barred by the statute of limitations
the aid of which statute is here
invoked as a full and complete
bar to the defendants supposed
rights.

But if your complainants
should be mistaken as to this
proposition of law, as they are
advised, they cannot be, then
they would say that there
never was by their ancestor
M. D. Richmond deceased, any
Co partnership between himself
and Pennington for the purpose
set out in said supposed Contract.
And moreover said Richmond
(M. D.) did not sign said supposed
Contract, Exhibit "A", or authorize
any one else to do so for him

Said supposed Contract therefore is as to said Richmond and your Complainants, as they are advised, null and void, and gives to said Winchester no right or authority to Cut and remove the timber in the original bill mentioned. But your Complainants are informed that the said Winchester, acting under his supposed rights had long before the acts complained of in the original bill Act, sawed and had ready to manufacture into lumber a large quantity of Walnut logs, the property in part of the said Richmond and allowed them to be consumed by forest fires and to go to waste which had they been accurately measured and accounted for by said S. M. Winchester would have more than compensated said Winchester for any logs or ^{belonging to said Winchester,} trees used by said Richmond and William Remington, who it is admitted, were for a time partners in the lumber trade, but not for the purposes as set out in Exhibit "A".

Your Complainants would further state that the said Richmond never so far as they are informed and believe did any act under or

in any wise ratified said supposed contract.

They further allege that William Pennington was ^{not} the agent or partner of said M. D. Richmond in relation to the individual property of the said M. D. Richmond and was only his partner to purchase walnut logs and timber from other parties than themselves and to manufacture the same into lumber. Said William Pennington was not, and in the very nature of things, could not be the agent of Richmond and Pennington.

The object of this amendment ^{is} therefore is to have annulled and annulled for naught said exhibit "A" so far as these complainants are concerned, to have ascertained and correctly measured the logs and timber heretofore received by said Winchester and his agents, and such logs and timber as was permitted by them to be burned and destroyed, and the same properly accounted for, and to have the said S. M. Winchester his agents and employees perpetually enjoined from cutting or ~~cutting~~ the walnut timber

upon the land in the original
bill mentioned, and to have
administered, ^{oath and} every relief prayed
for in the original bill. . .

The prayer of your Com-
plainants therefore is that
S. M. Winchester be made
a party defendant to this
amended bill, and answer
the same, but he need not
do so upon oath, that being
expressly waived, and on
a hearing a decree be re-
vered in conformity with
the objects of this amended
bill, and the original bill
and for all further,
and general relief,
May Spay issue etc,
And your Prayers & Answer
P. J.

S. V. F. Richmond et al
vs E. Amended bill
S. M. Winchester.

To the Honorable W S K Morrison Judge
of the Circuit Court of Lee County

The separate answer ^{and answer} of P M Winchester
of Chattanooga Tennessee to a bill of
complaint exhibited against him and others
in the Circuit Court of the County of Lee
by S T F Richmond David R Smith & Mary
R Smith his wife Alex M Ely & Elizabeth Ely
his wife, Jennie Richmond M D Richmond Minerva
Richmond and Johnnie Richmond the last four
of whom are infants who sue by S T F Richmond
their next friend, complainants And the said

respondent comes
and says that the
said bill is not
sufficient in law
whereof he asks
judgment but not
waiving his
demurrer should
other answer be
required

The respondents reserving to themselves the
benefit of all just exceptions to the said
bill for answer thereto or to so much thereof
as he is advised that it is material he should
answer, answers and says that—

True it is that there is a tract of land
in the "Crab Orchard" Lee County called the Richmond
tract and that thereon was situated walnut trees
but it is not true that said walnut timber
descended to or was in any manner at any time
the property of the Richmond heirs aforesaid
(the complainants in this case) On the
contrary said Richmond in his life time transferred
all his right title and interest in and to said
trees to your respondent. Said transfer was
made through certain acts of said M D Richmond
his partner in the timber business William Pennington
and agents of said Richmond and of Richmond & Pennington
and chiefly was the entire right title and interest
of said Richmond in and to the walnut timber on

1
2 said tract effected by a certain contract in
3 writing dated on the 11th day of March 1882
4 signed by the firm name of Richmond & Pennington
5 which name was signed by said Pennington
6 who was at the time in partnership with said
7 M D Richmond and who therefore had full
8 right and power to sign the partnership name
9 and to ^{grant} transfer as partner and agent of said
10 Richmond the title to and the interest in said
11 walnut trees and did by the making and
12 delivering of said contract which he effected
13 on March 11th 1882 so grant and transfer. A
14 copy of said contract is herewith filed
15 marked "Deft's exhibit A" and prayed to be
16 read and treated as a part of this answer
17 of your respondent.

18 And respondent avers that pursuant to
19 the terms of said contract he acting in good
20 faith and depending and relying on his right
21 title and interest in and to the walnut timber
22 on the Richmond tract gave up and ~~consideration~~
23 of the terms of, and the rights accorded to,
24 your respondent by said instrument of
25 writing - which rights were acknowledged and
26 ratified by the actions of said Richmond &
27 said Pennington - gave up and delivered to
28 said Richmond & Pennington 44995 feet
29 of walnut logs which said Richmond & Pennington
30 hauled to their mill and sawed and sold to
31 a great advantage. Yet nevertheless
32 said Richmond & Pennington have now completed

with the terms of this contract and have never
given in return for said 44995 feet of
walnut timber of so great value any walnut
timber whatever or anything in return though
till complainants' process was served upon
the ~~respondent~~ ~~respondent~~ employed in getting out
said timber your respondent having on his
part acted in good faith had not a doubt
but that the timber aforesaid on the Richmond
tract would be cheerfully and readily
given up. And respondent denies
that he or any of the workmen employed
were trespassers or wrong-doers but states that
they were acting lawfully doing no damage
whatever to the tract of land call the Richmond
tract on which was situated said timber and
~~respondent~~ denies that complainants did
not know by what right or authority
defendants removed the timber but states
that they were a deceiver of the title of said
Winchester and of the contract aforesaid and
of the acts of said Richmond and said Pennington
and respondent avers that complainants
must have known and did know the state of
facts to-wit that said contract was and is
funding and that they the said complainants
were and are legally bound to part with
the walnut timber which was upon the Richmond
tract that said timber never at any time did
belong to said complainants or to any one of
them and that said respondent has full authority

1
2 to enter and remove said timber and that the
3 respondent had power to remove the timber
4 and that no act of trespass had been to the
5 best of his intention and to the best of his
6 knowledge and belief committed by him or
7 by those who were engaged in removing said trees
8 as said persons were acting lawfully and simply
9 in discharge of their duty. Respondent is
10 at a loss to know why said complainants
11 sought to enjoin and prohibit him from removing
12 said logs and avers that to him great damage
13 has resulted from the said enjoining and greater
14 damage and irreparable damage will ensue if
15 said injunction be not dissolved.

16 Respondent states that ~~complainants~~ are mistaken
17 and therefore have stated wrongly the facts alleged in
18 their bill saying only that there is the Richmond tract
19 of land in Crab Orchard and that there was walnut
20 timber thereon.

21 The respondent denies all fraud unlawful
22 combination and confederacy and having fully
23 answered the complainants' bill prays that
24 the injunction may be dissolved that the ^{walnut} logs
25 as aforesaid may be decreed to be his that the
26 amount of the bond may be forfeited to him as
27 being his damages and that he may be hence
28 dismissed with his reasonable costs by him
29 in this behalf expended and he will ever
30 pray.

31 Le Turner Maury p. d.
32

Lee County Va To wit

Whereas A. A. Hobson agent for
S. M. Winchester has purchased of
Wm Woodward and others a certain
lot of walnut trees to the number of
seventy five or more situated on the
waters of Reeds Creek in Lee County
Va and whereas Richmond & Pennington
has purchased & owns about one hun-
dred & fifteen walnut trees in Crab
orchard on Mud Creek & the waters of
the north fork of Powells River striding
up north fork to Richmond Land and
including the same & whereas both
parties are desirous of exchanging
timber. we have this day agreed to
exchange the above timber for an equal
number of feet with each other to suit
the convenience of our saw mills & if
either party has more than the other
then the party receiving the excess is to pay
to the other party Six Dollars per one
thousand feet board measure & we
hereby agree that neither party is bound
to take or measure only sound merch-
antable timber & neither party is bound
to take any trees less than eighteen
in diameter

or logs less than twelve inches in diameter
 & we also agree that all logs so changed
 that are less than 16 inches are to be straight
 & sound and we also agree that we
 will only measure the heart or black
 wood only and we hereby mutually agree
 to carry out the foregoing in good faith
 given under our hands this 11th day
 of March 1882

S. M. Winchester by
 A. A. Hobson agt
 Richmond & Pennington

Witness
 S. B. Murree

Depts Exhibits
 A "

Hobson - Contd. #12

md

Pennington

Four boxes

4499 13

4499 13

4499 13

4499 13

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Richmond &

Pennington got

4499 13 ft logs

of me A. A. Hobson

4499 13 feet

S M Winchester et als

also { Answer & demurrer

S V F Richmond et als

Filed 2^d Aug. Rules

1891. J. A. G. Hyatt & Co.

To the Honorable H. M. Morison Judge
of the Circuit Court of Lee County

The joint and separate answers of
M H Wilson John Hobson F M Parsons
Nimrod Ely Daniel M Kinney David M Kinney
and James Moore the defendants to a bill
of complaint exhibited against them and
S M Winchester in the Circuit Court of Lee County
by S V F Richmond David R Smith & Mary R Smith
his wife Alex M Ely & Elizabeth Ely his wife
Jennie Richmond M. D. Richmond Minerva Richmond
& Johnnie Richmond the last four of whom
are infants who sue by S V F Richmond their
next friend, complainants And the said respondents

Come and say
that the said bill
is not sufficient
in law whereof
he asks judgment
but not waiving
his ~~objections~~
demands should
other answers be
required

The respondents answering to themselves
the benefit to all just exceptions to the
said bill for answers thereto or to so much
thereof as they are advised that it is material
they should answer answer and say that -

True it is that there was upon the property
known as the "Richmond tract" - in Crab Orchard
walnut timber which was cut and hauled away
but respondents deny that they were trespassers
or wrong doers and state that to the best of their
knowledge and belief the said walnut timber
belonged to S M Winchester one of the defendants
in this suit that they the said respondents
believe that he or any one acting directly
or indirectly under him was acting legally
and that if your respondents did any act
which was not in due regard to law it was
done innocently and in misunderstanding of

1
2 the facts and the law but your respondents
3 deny that either through misapprehension
4 of the facts or of the law they have acted
5 either the part of trespassers or wrong doers
6 but ^{state} that every act of theirs was authorized
7 by law

8 And for further answer respondents pray
9 that here the answer of John Winchester
10 may be read and made part of this
11 answer it being part of this case and
12 having in it a full explanation of the
13 right title and interest he had and has in
14 the said trees and other matters which will
15 more thoroughly explain our answer

16 And these respondents deny all fraud
17 unlawful combination and confederacy and
18 having fully answered the complainant's bill
19 pray to be hence dismissed with their
20 reasonable costs in this behalf expended
21 and they will ever pray
22 L. Turner Quincy, p.d.

1891. J. A. G. Dyatt ©.

Richmond's Heirs

^{vs} Winchester et al

To the Honorable H S K Morison Judge
of the Circuit Court of Lee County Va
Respondent to the original and the supplemental
bill in the above styled cause S M Winchester
avows that the widow of M D Richmond is now living
and has a dower interest in the timber in controversy
and that she has not been made a party to the suit
but that she is a necessary party plaintiff or defendant

Respondent avows also that the men whom the
plaintiffs made parties defendant to the original
bill designating them as trespassers together with
respondent and demanding damages from them as
from respondent have not been made parties
to the supplemental bill and that they are necessary
parties thereto these men are Nimrod Ely James Horn
John C Carter Daniel McKimney David McKimney
W H Wilson and John Hobson

Respondent avows that all of said men save
W H Wilson and John Hobson are residents of
this county and that they were and are with
the exception of David McKimney all men of property
out of whom damages could have been and can
be made to the extent wherein the plaintiffs or
any one else could have been damaged by reason
of the taking away of the timber in controversy even
had respondent no right to remove said timber
and that therefore there was an adequate remedy
at law and no grounds for an injunction therefore
and that therefore the same should be dissolved
as prayed for in the original answer which
is prayed to be read as part of this answer
to the supplemental bill of plaintiffs

Respondent avers also that the said heirs claim ~~restfully~~ under a deed from the heirs of Bascom Slomp and that two of those heirs did not join in the execution of said deed but that they ~~joined~~ ^{joined} Alpha Slomp and Neroceta Slomp (one the wife of James M Flanary the other the wife of G W Naburn) joined with others of the heirs in a deed to Albin Whisman who with his wife conveyed the same to C M Slomp and reference is here made to the deeds showing the title of said Slomp to the timber or at least to a great part of the same said deed and the others showing the title are Flanary & als to Whisman D.B. 17 p 145 Whisman to Richmond & als D B 17 p 452 Flanary & als to Whisman D B 17 p 164 Whisman to ^{C M} Slomp D B 17 p 163 and there are prayed to be taken as a part of this answer and respondent avers that C M Slomp ^{has notified respondent of his title and that he claims the timber} is therefore also a necessary party.

Respondent denies that the plaintiffs and that their ancestors did not know of the contract filed as exhibit A in respondent's original ~~bill~~ ^{bill} but avers that on the contrary the said H D Richmond was given a copy or memorandum of the said contract and that he thereafter ratified it agreeing to every point in said contract and that said heirs have or had said papers and respondent prays that the said plaintiffs be required to produce such writing which was in their hands and in those of their attorneys.

Respondent avers that the contract was made upon the request of said Richmond because of

the proximity of the timber taken from respondent
 by him to his saw mill he having had no saw
 mill close to the timber in controversy and
 respondent avers that after his partner Pennington
 had entered into said contract and had sold the
 timber or exchanged the timber in controversy that
 the said Richmond ratified the contract & made
 in every particular, and did take 44995 feet
 according to the statement of Richmond & Pennington
 of walnut which had belonged to respondent
 before he had bought with said timber or exchanged
 for said timber the timber in controversy and
 respondent made entry upon said land and
 took possession of said timber and his right
 to such timber now in controversy was never
 disputed till by the heirs at the time of this
 suit but on the contrary he avers that he was
 told by the agent of said Richmond that the
 timber was there waiting and ready for him
 on several occasions long after he had so
 entered upon the land and taken possession of
 said timber through his agents but

Respondent denies that he ever took any quantity
 of the timber which he bought with or exchanged
 for his timber so taken sawed and sold by said
 Richmond & Pennington and denies that any
 quantity so taken by him was burnt up or
 destroyed in the woods and denies that he
 has been compensated for the timber so taken
 save by the sale or exchange to him of the timber
 in controversy which timber he has been wrongfully
 stopped from taking by said plaintiffs to the

suit but states that he did such acts only through his agent as were necessary to perfect his title to said timber in controversy,

Respondent avers that the said contract is not barred by the statute of limitations because the same is for the sale or exchange of interest in real estate and Respondent avers that entry was made on said land afterward by him and that his title to said timber was always acknowledged till he was stopped by the heirs of M D Richmond when proceeding to take the timber which by the acts of said Richmond and said Richmond as Pennington became his property and

Respondent avers that said Richmond & Pennington were partners for the purpose of buying selling trading and manufacturing timber (walnut) and for the doing of all acts incident thereto and that said Richmond ratified all the acts of the said Pennington incident thereto and that especially he ratified this particular transaction and indeed long afterward through his agent sent word to Respondent that the timber was standing waiting for him

And having fully answered Respondent prays that the injunction be dissolved and that he be hence dismissed with his costs in this behalf expended with damages for the injuries sustained by him by reason of the suing out of this injunction and of all proceedings held thereunder

and that he be allowed to take the timber in controversy and be paid for whatever difference there shall be in the amount of that timber and the timber taken by said Richmond & Pennington pursuant to said contract and the acts done by said parties through the title being imperfect

timber and the timber taken by said Richmond & Pennington pursuant to said contract and the acts done by said parties through the title being imperfect

that Complainants make Cal C M Stump a party defendant to their bill as well as the other parties mentioned who were not made parties and that they have compensation for all timber taken by said parties through the title being imperfect
Further Maury P.D.

1893

June 9th The within answer is excepted to in so far as it seeks to set up the claim or have C. Slump made a party, that question can not be made in this way.

It is also excepted to in so far as it seeks to have made defendant the work party of defendant Winchester - they have no interest in the conveyed bill.

Because, the defendant seeks to question the pedigree when he claims right under a contract from the pffs ancestor this he can not do - He holds under the pffs & cannot gain except the pffs title.

Drum Serrell & Son

Richmond
Answers to
Supplemental Bill
Winchester & Co

Filed in open Court
by leave thereof
June 9th 1893.
J. A. Hyatt

Richm

25 }
26 }
27 }
28 }
29 }
30 }
31 }
32 }

Wm

1 S. T. F. Richmond et al Deffs. }
2 vs } In Chancery,
3 S. M. Winchester et al. Plffs.

4 This cause came on again this the 14th
5 day of November 1895, to be again heard
6 upon the papers formerly read in the
7 cause, and was argued by Counsel.

8 An the Complainants in open Court
9 waiving all claims & damages for the
10 trespasses and injuries mentioned in the
11 original bill, in so far as F. M. Persons,
12 Nimrod Ely, W. H. Wilson, John Hobson, John
13 F. Carter, Daniel McKinney, David McKinn
14 ick and James Moore, are concerned,
15 the Court is of opinion that it is un-
16 necessary to summon them or answer
17 ~~the~~ amended and Supplemental
18 bill in said cause.

19 On Consideration whereof, exception
20 number 3, which was passed by a
21 former decree entered in this cause,
22 is sustained, and it is further
23 adjudged ordered and decreed
24 that the injunction heretofore
25 awarded in this cause is made
26 perpetual, and receiver D. C. Swell,
27 is directed to pay the sum of money
28 in his hands received from the
29 sale of the logs in said cause
30 mentioned to the administra-
31 tors of M. D. Richmond deceased
32 and to take their receipt for the

and J. L. Pruden is allowed a fee of \$25.00 out of the
funds, to be paid by said administrator, for his services
same, and it is further adjudged
ordered and decreed that the
Complainants recover of the
defendant J. M. Winchester
their costs by them expended
in the prosecution of this cause,
to be taxed by the clerk of this
court, for which execution
may issue, and this cause
is stricken from the docket,

J. F. Richardson et al.

vs. J. M. Winchester

J. M. Winchester

O. B. P. 2. 89

Entered this

M. J. M.

November 14th 1895

J. J. F. Richmond et al
against

J. M. Winchester et al.

This cause came
on again, this day to be again heard upon
the papers formerly ^{regd} the amended & Supplemental
bill of the plff did the report of D. C.
Sewell receiver, and the exceptions thereto
The answer of J. M. Winchester to the
amended bill, and exceptions thereto, and
was argued by Counsel - on Considerations
whereof after reasons appearing to the Court
the exceptions to the receiver's report is over-
ruled & the same, and the sale thereunder,
and said Court, allowed for his services the usual terms, out of said
Conferment - And said receiver shall loan the
fund in his hands, ^{to be used} upon good security pay-
able to himself as ^{Receiver} ~~Receiver~~, bearing interest &
payable in six months, - The exceptions no
one to said answer is sustained no 2 over-
ruled, and no 3 proposed for the present, and
the plff is directed to so amend his bill
as to make F. M. Parsons, Sherwood Ely, W. H.
Wilson, John Hobson, John F. Carter Daniel
McKinney and James Moore, and such other
parties as they may be advised are necessary
defendants to their said amended bill, and
the plffs have till August term to make
said amendment. And the cause is con-
tinued

Sum of \$44.50 for services incurred by Receiver.

S. F. F. Richmond 1891

W. Secre

S. M. Winchester 1891

June 1. 1893

Entered Choy

Q. B. page 507

June 10th 1893

J. A. Abbott

Enter this

June 10th 1893

~~S. M.~~

1 S. T. F. Richmond et al. Plffs.
2 vs
3 S. M. Kitchester et al. Dfts. } In Chancery

4 This cause came on again this
5 day to be heard upon the papers for
6 merely read in the cause, and the
7 amended bill of the plaintiffs
8 filed at rules under a former
9 decree entered in the cause and
10 was argued by counsel. On
11 consideration thereof, and upon
12 the appearance of the defendants
13 by S. James Mowry their attorney
14 ~~to said amended bill~~ and waiving service of process,
15 it is ordered that time be hereafter
16 given them to file their answers
17 thereto. And upon the agreement
18 of the parties by their attorneys,
19 it is adjudged ordered and decreed
20 that D. C. Sewell be and he is hereby
21 appointed a receiver to take charge
22 of and sell the walnut logs
23 involved in litigation in this suit.
24 Said receiver will make sale of
25 said logs either publicly or private
26 ly as will, in his opinion, bring
27 the best price. Said sale shall
28 be for Cash in hand, and the
29 proceeds thereof said receiver will
30 hold in his hands subject to the further
31 order of this Court. But before
32 proceeding to execute this decree

1 said receiver will execute bond
2 before the Clerk of this Court
3 in the penalty of \$1000⁰⁰ with
4 approved security, Conditioned to
5 duly perform his duties hereunder.
6 Said receiver will report
7 his actions to the next term
8 of this Court and the Cause
9 is continued.

S. W. F. Richardson et al

vs. Greer

S. M. Wickert et al,

Entered in Chancery

order book 2 on

page 462-3.

March 14th 1893.

J. S. G. Wyatt

clerk

Order this

W. S. K. M.

March 14th 1893.

S. V. F. Richmond et al. Plffs. } In Chancery.
vs
S. M. Winchester et al. Dfts.

Upon the calling of this
cause, on motion of the plaintiffs,
leave is granted them to file
an amended bill, ^{at Rules} and the
cause is continued.

S. G. F. Richmond et al.
E. Owen.
S. M. Winchester et al.

Entered May
of B page 383
April 9th 1892.
J. A. Hyatt

Entered this,
Apr. 9th 1892.

J. V. & Richmond et al.

against

S. M. Winchester et al

} In chy -

This cause came on ^{this day} ~~on~~ to be heard
upon bill of complainant, and leave
is granted the defendants to file their
answer which is accordingly done,
and the plaintiffs reply generally
therein & the cause is continued

S. F. Richmond et al

vs Decree
No. 1

S. M. Winchester et al

- Entered Chgo B.
page 353, Sept 2^d
1891, J. A. Hyatt ©

Enter this
H. S. K. M.

Sept 31 1891

Virginia
Lee County to wit: -

J. S. V. F. Richmond do
Solemnly swear that S. M.
Winchester defendant in
the Chancery cause of
J. V. F. Richmond & others
vs said Winchester & others
is not a resident of this
State, as I am informed
and believe. So help me
God. July 17th 1891.
J. S. V. F. Richmond

Sworn to before me July
17th 1891. J. A. S. Hyatt

S. V. F. Richmond
vs ³ Affidavit
S. M. Winchester et al

Filed July 17th 1891.

J. A. Hyatt

Whereas Cornelia Richmond wife of H.C.T. Richmond owned at the time of their intermarriage a certain parcel of land which she inherited from her father John M. Beatty deceased lying in Sawells Valley Lee County Virginia and whereas the said Cornelia consented to a sale of her said land by her said husband upon condition that the said H.C.T. Richmond would convey to her certain other lands in lieu thereof. And whereas the said H.C.T. Richmond and Cornelia his wife did sell and convey her said land to one Samuel M. Beatty at the price of three thousand dollars which sum of money was paid to the said H.C.T. Richmond for his own use and benefit. Now therefore. This deed made this the 3rd day December 1889. by and between H.C.T. Richmond of the County of Lee and State of Virginia of the first part and J.B. Richmond as trustee of the County of Scott and State aforesaid of the second part. Witnesseth: that for and in consideration of the sum of three thousand dollars paid by the party

of the second part to the party of the first part the receipt whereof is hereby acknowledged the party of the first part doth grant bargain sell and convey unto the party of the second part two certain parcels of land lying and being in Lee County Virginia in the Sawells Valley being a part of the land which the said H. C. T. Richmond purchases from Samuel H. Ewing and adjoining the land of George Gibson the first parcel is bounded as follows Beginning at (C) a Chestnut oak stump near a black gum a corner to lot No 5 thence N 45 1/2 E 9 60/100 poles to (D) a rock by a Chestnut oak corner to lot No 6 and with lines thereof N 18 1/4 W 6 1/2 poles to a white oak passed a double Chestnut oak at 44 poles N 16 1/2 W 24 1/2 poles to a large white oak in a sink at (F) N 18 1/4 W 22 poles to several small black oaks on a spur N 23 3/4 W 10 poles to a large spotted oak N 22 1/2 W 44 poles to a Chestnut on a hill side near a field. This line passed a small black oak gone and aft at 8 70/100 poles N 28 1/2

N 42 poles to a stake on the South
edge of road S 5 1/4 N 26 3/4 poles to a
stake S 80 1/4 N 18 1/2 poles to a Stake
Corner to lot No 4 and No 1 and
thence with lines of the latter S 20 1/2
E 17 4/100 poles to a Stake S 40 E 25 6/100
poles to a Stake S 25 1/2 E 34 4/100 poles
to a beech on the west side of a
branch about 2 poles thence from
S 20 1/4 E 33 poles to a Stake about two
poles west of branch S 8 3/4 E 60 poles
to a stake on top of a ridge or
spur S 9 3/4 E 33 2/100 poles to a Stake on
the Brim line of Lot No 5 thence
with line of the same N 73 1/2 E 46
poles to the Beginning containing
fifty eight and one fourth acres
more or less. The second parcel
is bounded as follows Beginning
at (C) two thorn Bushes at the
East edge of a large rock on the
South bank of Indian Creek a cor-
ner to L. W. Gibsons land thence
with an agreed line between
said Gibson and H. C. T. Richmond
N 4 1/2 N 78 poles to (F) a large
white oak in a field S 4 55"
N 34 6/100 poles to two large white

take $N 3 \frac{3}{4} W 96$ poles to a large
Sugar tree $N 4 W 63 \frac{3}{4}$ poles to a
Stake in a lane road thence leaving
said Gibsons line and with a line
of lot No 7 $S 72 \frac{1}{2} W 52 \frac{1}{2}$ poles to a
Stake on top of a Spur Corner to lot
No 4 thence with line of same $S 6^{\circ}$
 $35^{\circ} E 275$ poles to a Stake on the North
bank of road Corner to lot No 2
and with same $N 80 \frac{1}{4} E 18 \frac{1}{4}$ poles
to a Stake in road $N 57 E 26 \frac{3}{4}$ poles
to a Stake Corner to lot No 6 and
with line of same $N 22 \frac{1}{2} E 6 \frac{6}{100}$
poles to a stake on the Gibson
line and with same $N 39 \frac{1}{4} W 15$
poles to the Beginning Containing
eighty one and three fourths
acres more or less with all the
appurtenances thereunto belonging
to the said J. B. Richmond in
trust for the sole use behoof &
benefit of the said Cornelia
Richmond and as and for her
sole and separate Estate with
Covenants of general warranty.
Witness the following signatures
and seal the day and year first
above written.

J. B. Richmond
Seal

Virginia Lee County to wit:

I John R. Gibson Clerk
of the County Court for the County
aforesaid in the State of Virginia
do certify that H. C. T. Richmond
whose name is signed to the
writing above bearing date on
the 3rd day of December 1889 has
acknowledged the same before
me in my County aforesaid
and said deed is admitted to
record Given under my hand
this 3rd day of Dec 1889.

John R. Gibson
Clerk

Copy of Record

John R. Gibson clerk.

J. B. Richmond
J^y Copy Deed
H. C. A. Richmond

Filed Feb. 9th 1892
by depts. as part of
this witness -
A. M. Gains
Comm.

objected to for the
same reasons ordered
on the hit "R"

Feb'y 9th 1892

C. L. Duncan atty

"le"

Fee for copy \$1.00
paid by Deft

KNOW ALL MEN BY THESE PRESENTS, That we

S. V. F. Richmond
D. R. Smith, C. T. Duncan & B. H. Sewell
are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Two*
Thousand dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *17th* day

of *July*, one thousand eight hundred and *Ninety one*
The Condition of The Above Obligation is Such, That whereas the above bound *S. V. F.*
Richmond & others

on *their* bill in Chancery against *S. M. Winchester*
& others

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said
Judge an injunction to injoin and restrain

and enjoin the Deft
Winchester his agents & employees from
cutting drawing or removing the walnut timber
in the bill mentioned from said land & the logs
from the place they now are

until the future order of the said court; and whereas it is provided, by the order of the said
Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

They, or some one for *Them*, shall enter into a
bond, with good security, in the clerk's of of the said court, payable to the Commonwealth
of Virginia, in the penalty of *Two thousand*

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff,
and all such damages as shall be incurred in case the said injunction be dissolved. Now,
therefore, if the said *S. V. F. Richmond* shall pay all such costs as
may be awarded against *Them*, and all such damages as shall be incurred in
case the said injunction be dissolved, then this obligation to be void, or else to remain in
full force and virtue.

Executed in the presence of

}	<i>S. V. F. Richmond</i>	(SEAL.)
	<i>David R. Smith</i>	<i>Seal</i>
	<i>C. T. Duncan</i>	(SEAL.)
}	<i>B. H. Sewell</i>	(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of
the county of Lee
and made oath that estate, after the payment of all just debts, and
those for which he bound as security for others and expect to pay,
worth the sum of dollars,
over and above exemptions allowed by law.

Given under my hand this day of 18

Teste: Clerk.

S. V. F. Richmond
+ others

vs ³
3 Bonds

S. M. Winchester et al

Filed July 17th 1891.

J. A. Hyatt

S. V. F. Richmond et al
vs
S. M. Winchester et al } In chg-

To the Hon. H. S. K. Morrison, Judge
of the Circuit Court of Lee County, Virginia:

Your undersigned Receiver in
the above styled cause would respect-
fully report, that pursuant to the terms
of a decree entered in this cause on
March 14th / 1893 he took ~~charge~~
charge of said Walnut logs by
going to Olinger & there inspecting what
was on the grounds & going into
the Crab Orchard & seeing what
number was there &c. He found 63
logs at Olinger, which were
~~Some cracked~~ & very badly dam-
aged, having been cut & peeled while
the sap was up. These logs would
measure about fourteen thousand
feet, also 46 logs in the Crab
Orchard, 8 miles from the Railroad
station. These logs were not so
badly damaged, but were small &
would measure about five thousand
feet.

Your Receiver tried first to find
a buyer & sell same privately or
rather tried to see what could be
gotten for them, but was offered only

\$200⁰⁰ for the lot. He then advertised
the terms & place of sale for 30 days
by posting written notices at Olinjens & on the Court house door
and at the same time notified
the parties to the suit of same
& also ask^{them} to give him the names
of dealers in lumber that they might
be written to. Your Receiver wrote
to all names furnished & to all
dealers known to him of said
sale &c. At the time published,
to wit, on the 5th day of May he
offered said logs for sale & there
being only one bidder present
your thought it best to negotiate
with said bidder privately rather
than put them up at auction
& at his mercy. Accordingly he
closed out said logs in lot
to R. E. Bratton at the price
of \$350⁰⁰ which is the best
price he could obtain privately
or publicly. Having advised with
lumbermen before & since said
sale he is fully advised that it
is a good sale & therefore
from The proceeds of said sale
your Receiver is ready to
account for & pay over to whom

never your Honor may direct.

He would also submit that he has been at considerable expense in attending to said duties, to wit, two trips to Olinger 1¹/₄ each - 2²⁸

Horse hire to go into crab Orchard

from Olinger & Hand 1.25

Total extra expense \$4⁰³

This he submits is extra expense & should be allowed him never & above his commissions.

Statement

Amount of Sale	16 ⁵⁰	350 ⁰⁰
Commissions - -	4 ⁰³	
Extra expense	<u>20⁰³</u>	
		<u>20⁰³</u>
Net proceeds -		329 ⁹⁷

Respectfully Submitted

A. F. Sewell
Receiver

S.V.7 Richmond et al
W} Report of receiver
Haley.

S.M. Winchester et al
Filed May 23rd 1893.
J. A. S. Dyer

This report accepted to be
respondent S.M. Winchester
because he departs from
his duty as receiver and
states that the logs were
sun cracked and very badly
damaged through having been
cut and peeled while the
sap was up whereas
respondent avers that the
logs were cut at the proper
time and that moreover even
were they not cut at the proper
time that fact should be proved
by evidence and not from the
receiver who does not appear
even to be in any respect to be
an expert. L. Turner, Attorney at Law, P.D.
S.M. Winchester

S J F Richmond et als

S M Winchester et als

The report of the receiver excepted to by respondent S M Winchester because he departs from his province as such receiver and states that the logs were sun-cracked and very badly damaged through having been cut and peeled while the sap was up whereas respondent avers that the logs were cut and peeled at the proper time and that moreover even were it different and had they not been cut at the proper time that fact should be proved by evidence and not by the receiver ^{and more especially} as the receiver does not from his report or any other evidence in this case know when the logs were cut nor does he appear to be an expert in timber or logs and therefore the statement is most superfluous uncalled for and in every respect foreign to his duties as receiver

L Turner Maury J. D.
S M Winchester

S V 7 Richmond dals

W
D M Winchester

Exceptions to report
of Commissioners

Filed in open
Court by leave
thereof June 9th 1843
J Als Hyatt

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

21,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, President and General Manager.

D. and Jo.

8 Collect 25. cts.

RECEIVED at 8:10 P.M.

Oct. 28th 1893.

189

Dated Jonesville, Va.

To L. Turner Maury,

Big Stone Gap, Va.

Bill not amended a continuance seems necessary.

B.H. Sewell.

	\$5.00
<u>Copies</u>	2.25-
36	18
36	36
72	60
36	25-
30	25-
15-	30
15-	100
36	1.50
40	25-
	13
316	18
1091	100
	30
<u>1407</u>	10
	36
	36
	15-
	65-
	<u>30</u>
	10.91

In the Clerk's Office of the Circuit Court of the County of Lee on the 17th day of

July

1891.

S. V. F. Richmond et al

Plaintiff

against

In Chancery

S. M. Winchester et al

Defendant

The object of this suit is to enjoin the defd. Winchester his agents or employees, from cutting, removing or drawing the Walnut timber in the bill mentioned from said land & the logs from the place they now are, until

And an affidavit having been made and filed that the defendant

chester is not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit.

And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

Pridmore, Duncan & Swall P. C.

J. A. Hyatt Clerk.

these outside order of the court

S. V. F. Richmond et al

vs
Order Pub.

S. M. Winchester et al

I certify that I
delivered to the
Republican an
office copy of this
order for pub. &
pasted a like copy
at the Court House
door on first day
Aug. Term 1891 of
the County Court.
J. A. S. Hyatt C

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon *S. M. Winchester, F. M. Parsons*

*Nimrod Ely, W. H. Wilson, John Hobson
John F. Carter, Daniel McKinney
David McKinney and James Moore*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *August* next, being rule day to answer a bill in Chancery exhibited in our said Court

against

by

them
*S. V. F. Richmond, David
Richmanth & Mary R. Smith his wife, Alex M. Ely & Elizabeth
Ely his wife, Jennie Richmond, M. D. Richmond
Minerva Richmond, Joshua Richmond the last four
of whom are infants who sue by S. V. F. Richmond their next friend*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *17th* day of *July* 18*91*, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

(B + P)

J. D. F. Richmond
+ others

vs 3 Spain Chay
3

L. M. Manchester

To 1st Aug. Rules 1891.

Executed July
the 18th 1891, by
delivering office
copies of this Spa
to H. M. Barco, Jr.
Kinross Ely, M. H.
Wilson, John Hobson,
John F. Leaster, Daniel
McKinney, David McKinney
and James Moore.

To, Mr. Clerk Deputy
for C. R. Flannery S. L. C.

The required bond having been executed
and filed, the Defendant & Mr. Manchester,
his Agents and employees are enjoined from
cutting, drawing or removing the Walnut timber
in the full mentioned from said land
and the logs from the place they now are,
until the future order of the Court.

The Commonwaalth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon

S. M. Winchester

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

July next, being rule day to answer a bill in Chancery exhibited in our said Court against

him by *S. F. Richmond & Son*

R. Smith & Mary R. Smith his wife *Alexander M. Ellis & Elizabeth*

Ellis his wife *Jamin Richmond, M. S. Richmond Minnie Richmond & John*

Richmond And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This *13th*

day of *May* 18*72*, in the 11*6* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

S. V. F. Richmond

vs. J. Spaulding

S. M. Knickerbocker

To 1st July Rules

Not executed, defend-
ment not being
found in my
Baltimore

S. E. Plummer

S. L. L.

In the Clerk's Office of the Circuit
Court of the County of Lee on the 17th
day of July 1891.

S. V. F. Richmond et al Plff. }
vs. } In Chy.
S. M. Winchester et al Defts. }

The object of this suit is to enjoin the
defendant Winchester his agents or em-
ployees from cutting, removing or draw-
ing the walnut timber in the bill men-
tioned from said land, and the logs from
the place they now are until the future
order of the court. And an affidavit
having been made and filed that the de-
fendant S. M. Winchester is not a resi-
dent of the State of Virginia, it is ordered
that he do appear here, within fifteen
days after due publication hereof, and
do what may be necessary to protect his
interest in this suit. And it is further
ordered that a copy hereof be published
once a week for four week's in some
newspaper, and that a copy be forthwith
posted at the front door of the court
house of this county.

A copy-Teste:

J. A. G. Hyatt Clerk.

Pridemore, }
Duncan & } p. q.
Sewell, } 24-4t

I, J. H. Hobbs Editor of the Lee
County Republican, a weekly
newspaper published in the town
of Jonesville, and county of Lee,
herby Certify that the foregoing
order of Publication was duly
published in the above mentioned
paper for four successive weeks
ending Aug. 16th 1891.

J. H. Hobbs Editor Lee Co., Republican.

S. F. Richmond

Printers

yes

3

certificate

S. M. Winchester

Filed Aug 15 1891
J. A. Hyatt C

Prob. Fee 5/8

VIRGINIA: At Rules held in the Clerk's Office of the Circuit Court for Lee County, during vacation, on the 11th day of July, 1892:

S. V. F. Richmond et al }

vs.

S. M. Winchester et al, }

In Chancery.

The object of this suit, on the original and amended bill, is to enjoin the defendants, S. M. Winchester, his agents or employees from cutting, removing or drawing the walnut timber in the bills mentioned from said land and the logs from the place they now are, until the future order of the court.

And an affidavit having been made and filed that the defendant, S. M. Winchester, is a non resident of the State of Virginia. It is ordered that he do appear here within fifteen days after due publication of this order, and do what may be necessary to protect his interest in this suit.

A Copy—Teste:

J. A. G. HYATT, C. C.

Pridemore, Duncan and Sewell, p. q.
7-14 4t

Printers fee \$5.00

VIRGINIA, Lee County, To wit: I

Geo. C. Coleman, editor and publisher

of the LEE COUNTY REPUBLICAN, a news-

paper, printed in the town of Jonesville,

in the county of Lee, Virginia, do here-

by certify that the foregoing order of

publication was duly published in said

paper for four successive weeks, from

and after the 14 day of July

1892 Ending on the day of

..... 189...

Geo. C. Coleman,

Editor and Publisher.

S. V. F. Richmond

3 Printers

no 3 certificate:

S. M. Winchester

As fee \$5.00